

MINUTES OF THE CITY OF BIGGS
REGULAR COUNCIL MEETING
COUNTY OF BUTTE, STATE OF CALIFORNIA

June 20, 2011

Call To Order

The regular council meeting was called to order at 6:07 p.m. by Mayor Frith. Vice Mayor Thompson and Councilmembers Arnold, Bottorff and Sheppard were present. Staff present: City Administrator Pete Carr, City Attorney Greg Einhorn, City Planner Scott Friend, City Engineer David Swartz and City Clerk Roben Dewsnup.

1. COMMUNITY PARTICIPATION: None.

2. CONSENT CALENDAR:

- A. Approval of Council Minutes for Regular Meetings of April 18, 2011, May 16, 2011 and Special Meetings of May 2, 2011, June 6, 2011 and June 13, 2011.
- B. Approval of warrants: #25290 - 25373; #7934-7957; Z00463 - Z00475 for month of May 2011 in the amount of \$278,841.66.
- C. Acknowledge receipt of revised Accountant's recap of discretionary funds and monthly cash and investment report as of March 31, 2011.
- D. Acknowledge receipt of Police Department Report for May 2011.
- E. Acknowledge receipt of Gridley-Biggs Animal Control Officer Report for May 2011.
- F. Acknowledge receipt of Biggs Fire Department Report for May 2011.
- G. Approval of proposed Grant Search Subscription Contract with E-Civis of \$3,000 per year.
- H. Approval of letter to Rep. Wally Herger for Mayor's signature and distribution to Congressional representative.
- I. Approval of *RESOLUTION NO. 2011-13* by reading of title only, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS APPROVING THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION AGREEMENT (2CA0144) FOR SERVICES FROM JULY 1, 2011 TO JUNE 30, 2012."
- J. Approval of *RESOLUTION NO. 2011-14* by reading of title only, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS ACCEPTING COMPLETION OF THE USDA WATER PROJECT."

City Administrator Pete Carr asked to pull item I from the consent calendar because the CalFire contract was not yet complete.

Motion/Second to approve the consent calendar with item I removed.
(Thompson/Bottorff, MCU)

3. DEPARTMENT REPORTS:

A. Planning:

1. City Planner Scott Friend reviewed the Department Activity Report – May 2011 / June 2011 included in the agenda packet.
2. Mr. Friend asked council to approve a resolution approving the 2011 update to the Biggs Area Bicycle Transportation Plan document. The city is required to adopt a Bicycle Transportation Plan every five years to remain eligible to apply for grants and to receive funds from the Caltrans Bicycle Transportation Account.

Items being added to the map in the agenda were a change in a current B-line stop and nine bicycle parking spaces that were recently located in the downtown area.

RESOLUTION NO. 2011-15 "A RESOLUTUION OF THE CITY COUNCIL OF THE CITY OF BIGGS APPROVING AN UPDATE TO THE BIGGS AREA BICYCLE TRANSPORTATION PLAN (And a determination that is exempt from CEQA)." (Bottorff/Thompson, MCU)

3. Mr. Friend asked council to approve the 2010 City of Biggs General Plan and Housing Element Annual Report.

Motion/Second accepting the Annual Report and directing staff to forward the report to the Office of Planning and Research and Housing and Community Development Department pursuant to Government Code Section 65400(a)(2) with the city administrator signing on the council's behalf. (Thompson/Bottorff, MCU)

B. Engineering:

1. City Engineer David Swartz reviewed the activity report and project updates included in the agenda packet.
2. Mr. Swartz stated the city received a notice of violation for the Waste Water Treatment Plant and a request for a compliance schedule to submit to the regional water board to address the notice of violation.

Councilmember Bottorff asked if land was available if the city chose a zero discharge plant and Mr. Carr stated he had been in contact with one land owner that would be willing to sell.

Vice Mayor Thompson wanted more information on land use.

Mr. Carr stated the Regional Water Board was asking for a letter of compliance by July 30, 2011. The cost to produce the letter would be \$7,913.25.

Motion/Second to approve the appropriation of approximately \$8,000 for CEC to prepare and submit a compliance schedule. (Frith/Arnold, MCU)

3. Mr. Carr stated council agreed last month in concept to submit a Safe Routes to School Grant application and the public works committee worked with Mike Vasquez on what the scope of the work should be. Mr. Vasquez drafted a map included in the agenda packet depicting the proposed new sidewalks.

Motion/Second to direct staff and Public Works Committee to complete and submit the 2011 Federal Cycle 3 Safe Routes to School Application requesting funding for the construction project as described in the staff report and as depicted on the map. (Thompson/Sheppard, MCU)

- C. Public Safety. Assistant Police Chief Dean Price stated there was a minor setback for the K-9 unit. The dog failed in the environmental level and a replacement dog has been found. The new detective is Scott Smallwood and Alberto Rodriguez is the school resource officer. Scott Olsgard will move to BNTIF. Sergeant Kahn will be assigned for the 4th of July Celebration.

- D. Flood Control. Councilmember Bottorff stated the Sutter Butter Flood Control Agency was finishing up with the budget.

- E. Public Works. Nothing to report.
- F. Mayor Frith gave a report on different issues having to do with electric.
- G. Vice Mayor Thompson gave a report on BCAG and Air Quality
- H. Solid Waste. Councilmember Arnold stated much of the trash produced in the county is being sent to Glenn County for the co-generation plant.
- I. Other commission reports. Councilmember Sheppard reported on the Mosquito Abatement meeting he attended.
- J. City Administrator.

Mr. Carr reviewed changes made to the draft budget since council last met.

- Pers medical insurance costs increased 2.8% rather than the 10% assumed.
- Electric Fund Payment In-lieu of Taxes transfer to General Fund will be 6% of electric operating revenues.
- The water bond debt service will be paid from Water Capital Improvement with transfers from the Water Operating Fund as needed.
- An \$8,000 transfer from Solid Waste Operating Fund to Street Maintenance Reserve represents the solid waste utility's contribution toward street maintenance due to the impact of waste collection trucks on city streets.

RESOLUTION NO. 2011-16 "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS ADOPTING THE PROPOSED BUDGET FOR THE CITY OF BIGGS ENTITLED '2011-2012 BUDGET, CITY OF BIGGS'." (Thompson/Bottorff, MCU)

RESOLUTION NO. 2011-17 "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS ADOPTING THE 'GANN' APPROPRIATION LIMIT FOR FISCAL YEAR 2011-12." (Thompson/Bottorff, MCU)

- 4. **INFORMATIONAL:** Councilmember Bottorff would be attending SCORE in Anderson and Councilmember Sheppard would attend the levee tour and the League of CA meeting in Rancho Cordova.
- 5. **EXECUTIVE SESSION:** Council adjourned to executive session at 7:42 p.m.
- 6. **RESUME REGULAR MEETING:** Council resumed the regular council meeting at 8:54 p.m.

- A. Pursuant to Government Code § Return to work: Code Enforcement

Motion/Second to Direct City Administrator to work with Code Enforcement Officer to accommodate her job position during the period of time she is on DMV restriction. City Administrator to use discretion in hours and may include leave of absence from Code Enforcement inspection/observation activities. Re-evaluate in 60 days. (Thompson/Bottorff, MC; Noes: Frith & Sheppard)

MINUTES OF THE CITY OF BIGGS
REGULAR COUNCIL MEETING

June 20, 2011

- B. Pursuant to Government Code §54957 Public Employment: Appointment
Title: City Engineer

Motion/Second to direct City Administrator to accept resignation of city engineer or issue termination of city engineer appointment to California Engineering Company effective June 21, 2011. (Frith/Sheppard, MC; Noes: Bottorff)

Motion/Second to appoint Bennett Engineering Services as city engineer and direct City Administrator to coordinate a 30 day transition period for engineering work.
(Sheppard/Frith, MC; Noes: Bottorff)

Vice Mayor Thompson disclosed she is employed at the Biggs School District and the Butte County School Board of Education.

7. ADJOURNMENT: Meeting was adjourned at 9:01 p.m.

ATTEST:

APPROVED:

Roben Dewsnap, CITY CLERK

Roger L. Frith, MAYOR

MINUTES OF THE CITY OF BIGGS
SPECIAL COUNCIL MEETING
COUNTY OF BUTTE, STATE OF CALIFORNIA

June 20, 2011

1. Call To Order:

The special meeting of the Biggs City Council was called to order at 5:00 p.m. by Mayor Frith. Vice Mayor Thompson and Councilmembers Arnold, Bottorff and Sheppard were present. Staff present: City Administrator Pete Carr and City Attorney Greg Einhorn.

2. CLOSED SESSION: Council adjourned to closed session at 5:00 p.m.

Contract-Based Grievance: Laborers Local 185
Level Two Appeal: City Council Hearing and Deliberation
Government Code Section 54597

3. RESUME SPECIAL MEETING: Council resumed special meeting at 6:00 p.m.

Motion/Second to deny contract-based grievance. (Frith/Sheppard, MC; Noes: Arnold)

4. ADJOURNMENT: Meeting was adjourned at 6:02 p.m.

ATTEST:

APPROVED:

Roben Dewsnap, CITY CLERK

Roger L. Frith, MAYOR

REPORT.: Aug 02 11 Tuesday
 RUN....: Aug 02 11 Time: 15:07
 Run By.: Roben Dewsnap

City of Biggs
 Month End Cash Disbursements Report
 Report for 06-11 BANK ACCOUNT 1010

PAGE:
 ID #: P
 CTL.:

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
06-11	025374	06/06/11	ALL01 (All Metals Supply, Inc.)		96.98	.00	96.98	Automatic Generated C
	025375	06/06/11	ALL05 (AllStar Fire Equipment Inc.)		3,498.08	.00	3,498.08	Automatic Generated C
	025376	06/06/11	AME00 (American Express)		1,721.35	.00	1,721.35	Automatic Generated C
	025377	06/06/11	ARA01 (Aramark Uniform Services)		216.20	.00	216.20	Automatic Generated C
	025378	06/06/11	ATT02 (AT&T)		320.72	.00	320.72	Automatic Generated C
	025379	06/06/11	BCS01 (Basic Chemical Solutions)		4,279.58	.00	4,279.58	Automatic Generated C
	025380	06/06/11	BOT02 (Mike Bottorff)		49.37	.00	49.37	Automatic Generated C
	025381	06/06/11	BRE01 (Ace Hardware)		737.57	.00	737.57	Automatic Generated C
	025382	06/06/11	CAL04 (California City Management Foundation)		400.00	.00	400.00	Automatic Generated C
	025383	06/06/11	DEL01 (Preferred Benefit)		692.30	.00	692.30	Automatic Generated C
	025384	06/06/11	ENL00 (Enloe Medical Center)		52.00	.00	52.00	Automatic Generated C
	025385	06/06/11	ESC01 (Escudero Web Services)		300.00	.00	300.00	Automatic Generated C
	025386	06/06/11	EVE01 (David Everett)		143.00	.00	143.00	Automatic Generated C
	025387	06/06/11	FLE01 (Fleet Services)		2.00	.00	2.00	Automatic Generated C
	025388	06/06/11	GRI04 (City of Gridley)		52,211.12	.00	52,211.12	Automatic Generated C
	025389	06/06/11	GRIHE (Gridley Herald)		560.25	.00	560.25	Automatic Generated C
	025390	06/06/11	GUY01 (Rental Guys Chico)		112.58	.00	112.58	Automatic Generated C
	025391	06/06/11	ICM01 (ICMA)		707.33	.00	707.33	Automatic Generated C
	025392	06/06/11	LAK02 (Lakeview Petroleum)		489.65	.00	489.65	Automatic Generated C
	025393	06/06/11	LES02 (Les Schwab Tire Center Inc)		400.39	.00	400.39	Automatic Generated C
	025394	06/06/11	MAC01 (Mac's Hardware & Rental)		101.36	.00	101.36	Automatic Generated C
	025395	06/06/11	NAT02 (National Business Supply)		242.00	.00	242.00	Automatic Generated C
	025396	06/06/11	NCC01 (NCCCA)		40.00	.00	40.00	Automatic Generated C
	025397	06/06/11	NOR05 (NORMAC)		56.34	.00	56.34	Automatic Generated C
	025398	06/06/11	PAP01 (Pape' Machinery)		974.25	.00	974.25	Automatic Generated C
	025399	06/06/11	PUB02 (Calif Public Employees')		11,172.94	.00	11,172.94	Automatic Generated C
	025400	06/06/11	QUI01 (Quill Corporation)		43.83	.00	43.83	Automatic Generated C
	025401	06/06/11	RDB01 (Domenico F Bellocci)		11,845.00	.00	11,845.00	Automatic Generated C
	025402	06/06/11	SEI01 (Roy R. Seiler, CPA)		1,057.20	.00	1,057.20	Automatic Generated C
	025403	06/06/11	VIS00 (VistaNet Inc)		120.00	.00	120.00	Automatic Generated C
	025404	06/06/11	VSP01 (Vision Service Plan-(CA))		92.16	.00	92.16	Automatic Generated C
	025405	06/06/11	WAS04 (Waste Management)		9,606.00	.00	9,606.00	Automatic Generated C
	025406	06/06/11	WRI01 (Wright One Electric)		150.00	.00	150.00	Automatic Generated C
	025407	06/06/11	YUB01 (City of Yuba City)		768.20	.00	768.20	Automatic Generated C
	025408	06/06/11	ZEE01 (Zee Medical Co)		29.49	.00	29.49	Automatic Generated C
	025409	06/22/11	VOID (Voided Check)		.00	.00	.00	Automatic Generated C
	025410	06/22/11	VOID (Voided Check)		.00	.00	.00	Automatic Generated C
	025411	06/20/11	NCPA (Northern CA Power Agency)		93,168.00	.00	93,168.00	Automatic Generated C
	025412	06/22/11	ADA19 (Terry Adams)		75.00	.00	75.00	Automatic Generated C
	025413	06/22/11	AFL01 (Aflac)		357.78	.00	357.78	Automatic Generated C
	025414	06/22/11	AIR00 (Airgas-NCN, Inc.)		22.65	.00	22.65	Automatic Generated C
	025415	06/22/11	ALL03 (All Stop Market)		10.27	.00	10.27	Automatic Generated C
	025416	06/22/11	ALL04 (All Cal Equipment Services Inc.)		445.00	.00	445.00	Automatic Generated C
	025417	06/22/11	AME02 (American Public Power Association)		36.75	.00	36.75	Automatic Generated C

REPORT.: Aug 02 11 Tuesday
 RUN....: Aug 02 11 Time: 15:07
 Run By.: Roben Dewsnap

City of Biggs
 Month End Cash Disbursements Report
 Report for 06-11 BANK ACCOUNT 1010

PAGE: 002
 ID #: PY-CD
 CTL.: BIG

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
06-11	025418	06/22/11	BCS01 (Basic Chemical Solutions)		831.63	.00	831.63	Automatic Generated Check
	025419	06/22/11	CAL03 (California Engineering)		910.00	.00	910.00	Automatic Generated Check
	025420	06/22/11	CAR04 (Peter R. Carr)		208.01	.00	208.01	Automatic Generated Check
	025421	06/22/11	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	025422	06/22/11	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	025423	06/22/11	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	025424	06/22/11	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	025425	06/22/11	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	025426	06/22/11	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	025427	06/22/11	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	025428	06/22/11	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	025429	06/22/11	EIN01 (Gregory P. Einhorn)		4,800.00	.00	4,800.00	Automatic Generated Check
	025430	06/22/11	FAI00 (Fairhill Construction)		200.00	.00	200.00	Automatic Generated Check
	025431	06/22/11	FEA01 (Feather River Concrete Products)		292.28	.00	292.28	Automatic Generated Check
	025432	06/22/11	FER01 (Ferguson Enterprises Inc.)		2,656.98	.00	2,656.98	Automatic Generated Check
	025433	06/22/11	FLE00 (Fletcher's Plumbing &)		219.75	.00	219.75	Automatic Generated Check
	025434	06/22/11	FRI02 (Roger L. Frith)		238.50	.00	238.50	Automatic Generated Check
	025435	06/22/11	GRO01 (Groeniger & Company)		186.10	.00	186.10	Automatic Generated Check
	025436	06/22/11	JCN00 (J C Nelson Supply Co)		92.01	.00	92.01	Automatic Generated Check
	025437	06/22/11	KYO01 (Kyocera Mita America Inc)		130.24	.00	130.24	Automatic Generated Check
	025438	06/22/11	LAK02 (Lakeview Petroleum)		2,251.47	.00	2,251.47	Automatic Generated Check
	025439	06/22/11	LIB02 (Liberty Flag & Specialty Co)		159.95	.00	159.95	Automatic Generated Check
	025440	06/22/11	MAR04 (Stephanie Martinez)		400.00	.00	400.00	Automatic Generated Check
	025441	06/22/11	OFF00 (OFFICE DEPOT)		18.76	.00	18.76	Automatic Generated Check
	025442	06/22/11	ORD01 (Orville Safe Lock & Door Company)		1.65	.00	1.65	Automatic Generated Check
	025443	06/22/11	PET01 (Petty Cashier)		58.32	.00	58.32	Automatic Generated Check
	025444	06/22/11	PGE01 (PACIFIC GAS & ELECTRIC CO)		41.61	.00	41.61	Automatic Generated Check
	025445	06/22/11	PMC01 (PMC, Inc.)		6,465.03	.00	6,465.03	Automatic Generated Check
	025446	06/22/11	QUI01 (Quill Corporation)		97.17	.00	97.17	Automatic Generated Check
	025447	06/22/11	RES01 (Reserve Account)		800.00	.00	800.00	Automatic Generated Check
	025448	06/22/11	RIG01 (Right Way Pest Control)		119.00	.00	119.00	Automatic Generated Check
	025449	06/22/11	TRI03 (Tri-City Powered Equipment)		21.65	.00	21.65	Automatic Generated Check
	025450	06/22/11	WAS02 (Hayden Wasser)		16.23	.00	16.23	Automatic Generated Check
	025451	06/22/11	WAS04 (Waste Management)		1,377.17	.00	1,377.17	Automatic Generated Check
	025452	06/22/11	YUB01 (City of Yuba City)		1,662.10	.00	1,662.10	Automatic Generated Check
	025453	06/23/11	GRO01 (Groeniger & Company)		1,065.22	.00	1,065.22	Automatic Generated Check
	025454	06/23/11	DIN02 (Stephanie Dingman)		166.61	.00	166.61	Automatic Generated Check
	025455	06/30/11	BUT07 (Butte Federal Credit Union)		320.00	.00	320.00	Automatic Generated Check
	025456	06/30/11	BOT02 (Mike Botorff)		111.69	.00	111.69	Automatic Generated Check
	025457	06/30/11	CAL03 (California Engineering)		5,574.45	.00	5,574.45	Automatic Generated Check
	025458	06/30/11	EFF00 (Efficiency Services Group LLC)		1,800.00	.00	1,800.00	Automatic Generated Check
	025459	06/30/11	ROS07 (Michael & Karen Rossovich)		21.16	.00	21.16	Automatic Generated Check
	025460	06/30/11	SEI01 (Roy R. Seiler, CPA)		958.58	.00	958.58	Automatic Generated Check
Total for Bank Account 1010 ---->					231,678.01	.00	231,678.01	
Grand Total of all Bank Accounts ---->					231,678.01	.00	231,678.01	

REPORT.: Aug 02 11 Tuesday
 RUN...: Aug 02 11 Time: 15:19
 Run By.: Roben Dewsnap

City of Biggs
 Month End Cash Disbursements Report
 Report for 07-11 BANK ACCOUNT 1010

PAGE: 001
 ID #: PY-CE
 CTL.: BIC

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
07-11	025461	07/06/11	BIG02 (Biggs-West Gridley Water)		20.60	.00	20.60	Automatic Generated Check
	025462	07/06/11	BUT02 (Butte County Treasurer)		6,272.65	.00	6,272.65	Automatic Generated Check
	025463	07/06/11	CAL06 (California Contract Cities Association)		700.00	.00	700.00	Automatic Generated Check
	025464	07/06/11	COR01 (CORBIN WILLITS SYSTEM INC)		328.95	.00	328.95	Automatic Generated Check
	025465	07/06/11	CNE01 (CNEA Membership)		132.00	.00	132.00	Automatic Generated Check
	025466	07/06/11	DEL01 (Preferred Benefit)		656.28	.00	656.28	Automatic Generated Check
	025467	07/06/11	ECI01 (eCivic, Inc. (Lockbox))		3,000.00	.00	3,000.00	Automatic Generated Check
	025468	07/06/11	MAX01 (Maximum Security Systems)		100.75	.00	100.75	Automatic Generated Check
	025469	07/06/11	PRI02 (PLIC - SBD Grand Island)		140.51	.00	140.51	Automatic Generated Check
	025470	07/06/11	PUB02 (Calif Public Employees')		11,172.94	.00	11,172.94	Automatic Generated Check
	025471	07/06/11	VER01 (Vermont Rural Water Association)		42.00	.00	42.00	Automatic Generated Check
	025472	07/06/11	VIS00 (VistaNet Inc)		441.00	.00	441.00	Automatic Generated Check
	025473	07/06/11	VSP01 (Vision Service Plan-(CA))		81.92	.00	81.92	Automatic Generated Check
	025474	07/06/11	WAS04 (Waste Management)		9,606.00	.00	9,606.00	Automatic Generated Check
	025475	07/14/11	ADV02 (Advanced Document Concepts)		111.59	.00	111.59	Automatic Generated Check
	025476	07/14/11	AME02 (American Public Power Association)		2.75	.00	2.75	Automatic Generated Check
	025477	07/14/11	ARA01 (Aramark Uniform Services)		270.25	.00	270.25	Automatic Generated Check
	025478	07/14/11	ATT02 (AT&T)		310.26	.00	310.26	Automatic Generated Check
	025479	07/14/11	BCS01 (Basic Chemical Solutions)		962.07	.00	962.07	Automatic Generated Check
	025480	07/14/11	BRE01 (Ace Hardware)		455.91	.00	455.91	Automatic Generated Check
	025481	07/14/11	BUT03 (Butte Auto Parts)		140.77	.00	140.77	Automatic Generated Check
	025482	07/14/11	CAR04 (Peter R. Carr)		101.70	.00	101.70	Automatic Generated Check
	025483	07/14/11	CDF01 (Depart of Forestry & Fire Protection)		9,162.78	.00	9,162.78	Automatic Generated Check
	025484	07/14/11	EIN01 (Gregory P. Einhorn)		4,970.00	.00	4,970.00	Automatic Generated Check
	025485	07/14/11	FLE01 (Fleet Services)		2.00	.00	2.00	Automatic Generated Check
	025486	07/14/11	GCS02 (GCS Environmental Equipment Services)		354.91	.00	354.91	Automatic Generated Check
	025487	07/14/11	GRI01 (Gridley Honda, Inc.)		268.84	.00	268.84	Automatic Generated Check
	025488	07/14/11	GRI04 (City of Gridley)		3,569.00	.00	3,569.00	Automatic Generated Check
	025489	07/14/11	GRI08 (Gridley Country Ford)		1,188.51	.00	1,188.51	Automatic Generated Check
	025490	07/14/11	GRO01 (Groeniger & Company)		637.26	.00	637.26	Automatic Generated Check
	025491	07/14/11	GUY01 (Rental Guys Chico)		178.85	.00	178.85	Automatic Generated Check
	025492	07/14/11	LAK02 (Lakeview Petroleum)		2,986.01	.00	2,986.01	Automatic Generated Check
	025493	07/14/11	LES02 (Les Schwab Tire Center Inc)		568.79	.00	568.79	Automatic Generated Check
	025494	07/14/11	MAC01 (Mac's Hardware & Rental)		103.25	.00	103.25	Automatic Generated Check
	025495	07/14/11	NEX01 (Nextel Communications)		353.24	.00	353.24	Automatic Generated Check
	025496	07/14/11	NOR02 (North Valley Barricade)		54.13	.00	54.13	Automatic Generated Check
	025497	07/14/11	NOR05 (NORMAC)		82.92	.00	82.92	Automatic Generated Check
	025498	07/14/11	OFF00 (OFFICE DEPOT)		5.13	.00	5.13	Automatic Generated Check
	025499	07/14/11	PBM01 (PBM Supply & Mfg., Inc.)		89.76	.00	89.76	Automatic Generated Check
	025500	07/14/11	PMC01 (PMC, Inc.)		4,937.65	.00	4,937.65	Automatic Generated Check
	025501	07/14/11	VAL01 (Valley Truck & Tractor Co.)		80.15	.00	80.15	Automatic Generated Check
	025502	07/14/11	WAS04 (Waste Management)		1,888.66	.00	1,888.66	Automatic Generated Check
	025503	07/20/11	NCPA (Northern CA Power Agency)		96,971.00	.00	96,971.00	Automatic Generated Check
	025504	07/20/11	ADA26 (Jami Adams)		196.44	.00	196.44	Automatic Generated Check

REPORT.: Aug 02 11 Tuesday
 RUN...: Aug 02 11 Time: 15:19
 Run By.: Roben Dewsnap

City of Biggs
 Month End Cash Disbursements Report
 Report for 07-11 BANK ACCOUNT 1010

PAGE:
 ID #: PY
 CTL.:

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
07-11	025505	07/20/11	AFL01 (Aflac)		333.68	.00	333.68	Automatic Generated Cl
	025506	07/20/11	ALL02 (Alliant Insurance Services)		950.00	.00	950.00	Automatic Generated Cl
	025507	07/20/11	ATT01 (AT&T)		.47	.00	.47	Automatic Generated Cl
	025508	07/20/11	BUT04 (Butte County Clerk Recorder)		36.00	.00	36.00	Automatic Generated Cl
	025509	07/20/11	BUT26 (BUTTE REGIONAL TRANSIT)		1,558.24	.00	1,558.24	Automatic Generated Cl
	025510	07/20/11	GRI04 (City of Gridley)		56,060.30	.00	56,060.30	Automatic Generated Cl
	025511	07/20/11	HOR04 (Tanya Horton & Gregory Fischer)		242.07	.00	242.07	Automatic Generated Cl
	025512	07/20/11	JAC03 (Jackson's Glass Co)		271.63	.00	271.63	Automatic Generated C
	025513	07/20/11	KYO01 (Kyocera Mita America Inc)		129.04	.00	129.04	Automatic Generated C
	025514	07/20/11	LAB02 (Laborers Local 185)		25.00	.00	25.00	Automatic Generated C
	025515	07/20/11	LOP14 (Dan Lopez)		122.93	.00	122.93	Automatic Generated C
	025516	07/20/11	PAR03 (ParcelQuest)		960.00	.00	960.00	Automatic Generated C
	025517	07/20/11	PET01 (Petty Cashier)		32.76	.00	32.76	Automatic Generated C
	025518	07/20/11	PGE01 (PACIFIC GAS & ELECTRIC CO)		35.74	.00	35.74	Automatic Generated C
	025519	07/20/11	QUI01 (Quill Corporation)		87.21	.00	87.21	Automatic Generated C
	025520	07/20/11	R&K01 (R & K Stump Grinding)		125.00	.00	125.00	Automatic Generated C
	025521	07/20/11	RIG01 (Right Way Pest Control)		119.00	.00	119.00	Automatic Generated C
	025522	07/20/11	ROM09 (Juan R Romo)		150.00	.00	150.00	Automatic Generated C
	025523	07/20/11	SCORE (Small Cities Organized)		36,863.00	.00	36,863.00	Automatic Generated C
	025524	07/20/11	WAS02 (Hayden Wasser)		15.63	.00	15.63	Automatic Generated C
	025525	07/22/11	PIT01 (PITNEY BOWES, INC.)		146.14	.00	146.14	Automatic Generated C
	025526	07/22/11	STA06 (State Board of Equalizatr)		1,191.97	.00	1,191.97	Automatic Generated C
	025527	07/26/11	POS01 (Postmaster)		246.40	.00	246.40	Automatic Generated C
	025528	07/27/11	STA07 (STATE WATER RESOURCES BRD)		80.00	.00	80.00	Automatic Generated C
	025529	07/29/11	AME02 (American Public Power Association)		760.88	.00	760.88	Automatic Generated C
	025530	07/29/11	YUB01 (City of Yuba City)		1,500.80	.00	1,500.80	Automatic Generated C
	025531	07/29/11	NCPA (Northern CA Power Agency)		400.00	.00	400.00	Automatic Generated C
	025532	07/29/11	AIR00 (Airgas-NCN, Inc.)		184.97	.00	184.97	Automatic Generated C
	025533	07/29/11	APP03 (Applied Industrial Technologies)		56.21	.00	56.21	Automatic Generated C
	025534	07/29/11	BUT03 (Butte Auto Parts)		204.73	.00	204.73	Automatic Generated C
	025535	07/29/11	CAL08 (California Diesel & Power)		4,295.06	.00	4,295.06	Automatic Generated C
	025536	07/29/11	CLA02 (Randy Clark)		300.00	.00	300.00	Automatic Generated C
	025537	07/29/11	FEA01 (Feather River Concrete Products)		404.87	.00	404.87	Automatic Generated C
	025538	07/29/11	GRO01 (Groeniger & Company)		376.13	.00	376.13	Automatic Generated C
	025539	07/29/11	KNI01 (Knife River Construction)		768.08	.00	768.08	Automatic Generated C
	025540	07/29/11	NEX01 (Nextel Communications)		340.50	.00	340.50	Automatic Generated C
	025541	07/29/11	NDR05 (NORMAC)		86.31	.00	86.31	Automatic Generated C
	025542	07/29/11	OFF01 (Office Depot)		231.23	.00	231.23	Automatic Generated C
	025543	07/29/11	SEI01 (Roy R. Seiler, CPA)		1,986.46	.00	1,986.46	Automatic Generated C
	025544	07/29/11	UNI04 (Univar USA Inc)		3,866.57	.00	3,866.57	Automatic Generated C
	025545	07/29/11	USA01 (Underground Service Alert)		153.00	.00	153.00	Automatic Generated C
	025546	07/29/11	BIG10 (Biggs Gridley Hospital)		185.00	.00	185.00	Automatic Generated C
Total for Bank Account 1010 ---->					279,583.99	.00	279,583.99	

Grand Total of all Bank Accounts ----> 279,583.99 .00 279,583.99

Report: 06/30/11
Run On.: 06/30/11
Time...: 16:08
Run By.: Roben Dewsnup

Month End Warrant Register

Id...: SPMEM
Ctl...: BIG
Prog.: SP026

Warrant Num P#	Date	Payroll Number	Period Begin End	*** Employee or Vendor *** Nbr	Name	Cal Prd	Gross Earnings	Tax Withheld	Deductions Withheld	Warrant Amount
7958 00	06/03/11	11of24	05/16/11 05/31/11			06-11	1322.67	394.68	12.05	915.94
7959 00	06/03/11	11of24	05/16/11 05/31/11			06-11	3334.36	1149.18	21.65	2163.53
7960 00	05/26/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	05-11	INVOICE NO.:	B10601		1678.61
7960 01	05/26/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	05-11	INVOICE NO.:	1B10601		1900.86
7960 02	05/26/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	05-11	INVOICE NO.:	2B10601		530.04
								TOTAL FOR VENDOR BOA01:		4109.51
7961 00	05/26/11	VENDOR PAYMENT	-----	EDD01	Employment Developme	05-11	INVOICE NO.:	B10601		554.10
7961 01	05/26/11	VENDOR PAYMENT	-----	EDD01	Employment Developme	05-11	INVOICE NO.:	1B10601		219.32
								TOTAL FOR VENDOR EDD01:		773.42
7962 00	05/26/11	VENDOR PAYMENT	-----	PUB01	PERS-Retirement Syst	05-11	INVOICE NO.:	B10523		.00
7962 01	05/26/11	VENDOR PAYMENT	-----	PUB01	PERS-Retirement Syst	05-11	INVOICE NO.:	B10601		2599.24
7963 00	-----	This Warrant is	VOID	----	VOID VOID VOID	----	INVOICE NO.:	NOT APPLICABLE		.00
7964 00	06/16/11	0of24	06/01/11 06/15/11			06-11	1128.64	325.91	12.05	790.68
7965 00	06/16/11	1of 1	06/16/11 06/16/11			06-11	2678.43	823.13	.00	1855.30
7966 00	06/20/11	12of24	06/01/11 06/15/11			06-11	2698.97	881.81	52.65	1764.51
								TOTAL FOR VENDOR PUB01:		2599.24
7967 00	06/17/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	06-11	INVOICE NO.:	B10616		126.79
7967 01	06/17/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	06-11	INVOICE NO.:	1B10616		116.13
7967 02	06/17/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	06-11	INVOICE NO.:	2B10616		32.38
7967 03	06/17/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	06-11	INVOICE NO.:	3B10616		486.27
7967 04	06/17/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	06-11	INVOICE NO.:	4B10616		278.55
7967 05	06/17/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	06-11	INVOICE NO.:	5B10616		77.68
7967 06	06/17/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	06-11	INVOICE NO.:	6B10616		1375.10
7967 07	06/17/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	06-11	INVOICE NO.:	7B10616		1734.21
7967 08	06/17/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	06-11	INVOICE NO.:	8B10616		483.58
								TOTAL FOR VENDOR BOA01:		4710.69
7968 00	06/17/11	VENDOR PAYMENT	-----	EDD01	Employment Developme	06-11	INVOICE NO.:	B10616		20.76
7968 01	06/17/11	VENDOR PAYMENT	-----	EDD01	Employment Developme	06-11	INVOICE NO.:	1B10616		13.40
7968 02	06/17/11	VENDOR PAYMENT	-----	EDD01	Employment Developme	06-11	INVOICE NO.:	2B10616		153.39
7968 03	06/17/11	VENDOR PAYMENT	-----	EDD01	Employment Developme	06-11	INVOICE NO.:	3B10616		32.14
7968 04	06/17/11	VENDOR PAYMENT	-----	EDD01	Employment Developme	06-11	INVOICE NO.:	4B10616		464.33
7968 05	06/17/11	VENDOR PAYMENT	-----	EDD01	Employment Developme	06-11	INVOICE NO.:	5B10616		200.10
								TOTAL FOR VENDOR EDD01:		884.12
7969 00	06/17/11	VENDOR PAYMENT	-----	LAB02	Laborers Local 185	06-11	INVOICE NO.:	B10616		93.00
								TOTAL FOR VENDOR LAB02:		93.00
7970 00	06/17/11	VENDOR PAYMENT	-----	PUB01	PERS-Retirement Syst	06-11	INVOICE NO.:	B10616		153.69
7970 01	06/17/11	VENDOR PAYMENT	-----	PUB01	PERS-Retirement Syst	06-11	INVOICE NO.:	1B10616		.00
7970 02	06/17/11	VENDOR PAYMENT	-----	PUB01	PERS-Retirement Syst	06-11	INVOICE NO.:	2B10616		.00
7970 03	06/17/11	VENDOR PAYMENT	-----	PUB01	PERS-Retirement Syst	06-11	INVOICE NO.:	3B10616		2421.55
								TOTAL FOR VENDOR PUB01:		2575.24
7971 00	06/17/11	VENDOR PAYMENT	-----	STA14	STATE STREET BANK &	06-11	INVOICE NO.:	B10617		148.82
7972 00	06/28/11	6of12	06/01/11 06/30/11			06-11	300.00	20.55	.00	279.45
7973 00	06/28/11	6of12	06/01/11 06/30/11			06-11	300.00	20.55	.00	279.45

Report.: 06/30/11
 Run On.: 06/30/11
 Time...: 16:08
 Run By.: Roben Dewsnap

Month End Warrant Register

Id...: SPMEM
 Ctl...: BIG
 Prog.: SP0260

Warrant Num P#	Date	Payroll Number	Period Begin End	*** Employee or Vendor *** Nbr Name	Cal Prd	Gross Earnings	Tax Withheld	Deductions Withheld	Warrant Amount
7974 00	06/28/11	6of12	06/01/11 06/30/11		06-11	300.00	20.55	.00	279.45
7975 00	06/28/11	6of12	06/01/11 06/30/11		06-11	300.00	20.55	.00	279.45
7976 00	06/28/11	6of12	06/01/11 06/30/11		06-11	300.00	20.55	.00	279.45
TOTAL FOR VENDOR STA14:									148.82
7977 00	06/28/11	VENDOR PAYMENT	-----	BOA01 BANK OF AMERICA, NT&	06-11	INVOICE NO.:	B10628		.00
7977 01	06/28/11	VENDOR PAYMENT	-----	BOA01 BANK OF AMERICA, NT&	06-11	INVOICE NO.:	1B10628		156.00
7977 02	06/28/11	VENDOR PAYMENT	-----	BOA01 BANK OF AMERICA, NT&	06-11	INVOICE NO.:	2B10628		43.50
TOTAL FOR VENDOR BOA01:									199.50
7978 00	06/28/11	VENDOR PAYMENT	-----	EDD01 Employment Developme	06-11	INVOICE NO.:	B10628		.00
7978 01	06/28/11	VENDOR PAYMENT	-----	EDD01 Employment Developme	06-11	INVOICE NO.:	1B10628		18.00
Z00476 00	06/03/11	11of24	05/16/11 05/31/11		06-11	1935.89	567.30	1368.59	.00
Z00477 00	06/03/11	11of24	05/16/11 05/31/11		06-11	3720.73	1060.24	2660.49	.00
Z00478 00	06/03/11	11of24	05/16/11 05/31/11		06-11	1778.67	506.92	1271.75	.00
Z00479 00	06/03/11	11of24	05/16/11 05/31/11		06-11	520.88	136.40	384.48	.00
Z00480 00	06/03/11	11of24	05/16/11 05/31/11		06-11	1452.24	349.30	1102.94	.00
Z00481 00	06/03/11	11of24	05/16/11 05/31/11		06-11	1771.81	402.22	1369.59	.00
Z00482 00	06/03/11	11of24	05/16/11 05/31/11		06-11	2607.88	698.44	1909.44	.00
Z00483 00	06/20/11	12of24	06/01/11 06/15/11		06-11	1747.58	496.33	1251.25	.00
Z00484 00	06/20/11	12of24	06/01/11 06/15/11		06-11	3720.73	1060.23	2660.50	.00
Z00485 00	06/20/11	12of24	06/01/11 06/15/11		06-11	1778.67	506.91	1271.76	.00
Z00486 00	06/20/11	12of24	06/01/11 06/15/11		06-11	720.26	164.02	556.24	.00
Z00487 00	06/20/11	12of24	06/01/11 06/15/11		06-11	1702.01	420.33	1281.68	.00
Z00488 00	06/20/11	12of24	06/01/11 06/15/11		06-11	1854.61	420.97	1433.64	.00
Z00489 00	06/20/11	12of24	06/01/11 06/15/11		06-11	2607.88	698.43	1909.45	.00
						40582.91	11165.50	20530.20	24998.75

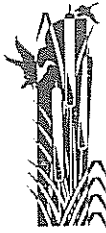
Run On.: 08/01/11
 Time...: 08:39
 Run By.: Roben Dewsnp

Month End Warrant Register

Id...: SPMEI
 Ctl...: BIG
 Prog.: SP021

Warrant Num	P#	Date	Payroll Number	Period Begin	Period End	*** Employee or Vendor *** Nbr	Name	Cal Prd	Gross Earnings	Tax Withheld	Deductions Withheld	Warrant Amount
7979	00	07/05/11	13of24	06/16/11	06/30/11	FIL01	Fillmore, Nicole R	07-11	78.12	5.35	.00	72.77
7980	00	07/05/11	13of24	06/16/11	06/30/11	WAS01	Wasser, Hayden G.	07-11	2821.04	933.18	21.65	1866.21
7981	00	07/01/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	07-11	INVOICE NO.:		B10701		1435.87
7981	01	07/01/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	07-11	INVOICE NO.:		1B10701		1780.66
7981	02	07/01/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	07-11	INVOICE NO.:		2B10701		496.52
										TOTAL FOR VENDOR BOA01:		3713.05
7982	00	07/01/11	VENDOR PAYMENT	-----	EDD01	Employment Developme	07-11	INVOICE NO.:		B10701		484.16
7982	01	07/01/11	VENDOR PAYMENT	-----	EDD01	Employment Developme	07-11	INVOICE NO.:		1B10701		205.46
										TOTAL FOR VENDOR EDD01:		689.62
7983	00	07/01/11	VENDOR PAYMENT	-----	PUB01	PERS-Retirement Syst	07-11	INVOICE NO.:		B10701		2443.87
7984	00	07/20/11	14of24	07/01/11	07/15/11	FIL01	Fillmore, Nicole R	07-11	169.63	11.62	.00	158.01
7985	00	07/20/11	14of24	07/01/11	07/15/11	PAD01	Padilla, Samuel	07-11	678.79	46.50	.00	632.29
7986	00	07/20/11	14of24	07/01/11	07/15/11	WAS01	Wasser, Hayden G.	07-11	3077.70	1041.18	52.65	1983.87
										TOTAL FOR VENDOR PUB01:		2443.87
7987	00	07/20/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	07-11	INVOICE NO.:		B10718		1532.13
7987	01	07/20/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	07-11	INVOICE NO.:		1B10718		1903.30
7987	02	07/20/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	07-11	INVOICE NO.:		2B10718		530.72
										TOTAL FOR VENDOR BOA01:		3966.15
7988	00	07/20/11	VENDOR PAYMENT	-----	EDD01	Employment Developme	07-11	INVOICE NO.:		B10718		526.13
7988	01	07/20/11	VENDOR PAYMENT	-----	EDD01	Employment Developme	07-11	INVOICE NO.:		1B10718		219.61
										TOTAL FOR VENDOR EDD01:		745.74
7989	00	07/20/11	VENDOR PAYMENT	-----	LAB02	Laborers Local 185	07-11	INVOICE NO.:		B10718		93.00
										TOTAL FOR VENDOR LAB02:		93.00
7990	00	07/20/11	VENDOR PAYMENT	-----	PUB01	PERS-Retirement Syst	07-11	INVOICE NO.:		B10718		2571.66
										TOTAL FOR VENDOR PUB01:		2571.66
7991	00	07/20/11	VENDOR PAYMENT	-----	STA14	STATE STREET BANK &	07-11	INVOICE NO.:		B10719		148.82
7992	00	07/27/11	7of12	07/01/11	07/31/11	ARN01	Arnold, Douglas	07-11	300.00	20.55	.00	279.45
7993	00	07/27/11	7of12	07/01/11	07/31/11	BOT01	Bottorff, Michael E	07-11	300.00	20.55	.00	279.45
7994	00	07/27/11	7of12	07/01/11	07/31/11	FRI01	Frith, Roger L	07-11	300.00	20.55	.00	279.45
7995	00	07/27/11	7of12	07/01/11	07/31/11	SHE01	SHEPPARD, JAMES T	07-11	300.00	20.55	.00	279.45
7996	00	07/27/11	7of12	07/01/11	07/31/11	THO01	Thompson, Angela M.	07-11	300.00	20.55	.00	279.45
										TOTAL FOR VENDOR STA14:		148.82
7997	00	07/27/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	07-11	INVOICE NO.:		B10727		.00
7997	01	07/27/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	07-11	INVOICE NO.:		1B10727		156.00
7997	02	07/27/11	VENDOR PAYMENT	-----	BOA01	BANK OF AMERICA, NT&	07-11	INVOICE NO.:		2B10727		43.50
										TOTAL FOR VENDOR BOA01:		199.50
7998	00	07/27/11	VENDOR PAYMENT	-----	EDD01	Employment Developme	07-11	INVOICE NO.:		B10727		.00
7998	01	07/27/11	VENDOR PAYMENT	-----	EDD01	Employment Developme	07-11	INVOICE NO.:		1B10727		18.00
Z00490	00	07/05/11	13of24	06/16/11	06/30/11	BON01	Bone , James A.	07-11	1898.86	550.59	1348.27	.00
Z00491	00	07/05/11	13of24	06/16/11	06/30/11	CAR04	Carr, Peter R	07-11	3720.73	1060.24	2660.49	.00
Z00492	00	07/05/11	13of24	06/16/11	06/30/11	DEW01	Dewsnp, Roben	07-11	1945.27	550.67	1394.60	.00
Z00493	00	07/05/11	13of24	06/16/11	06/30/11	DOU01	Dougherty, Erin E.	07-11	862.15	188.75	673.40	.00
Z00494	00	07/05/11	13of24	06/16/11	06/30/11	HOL01	Holmes, James L	07-11	1542.38	374.94	1167.44	.00
Z00495	00	07/05/11	13of24	06/16/11	06/30/11	MAT01	Mattos, Marlee A	07-11	1800.94	408.05	1392.89	.00
Z00496	00	07/05/11	13of24	06/16/11	06/30/11	PRA01	Pratt, Paul H.	07-11	2607.88	698.44	1909.44	.00
Z00497	00	07/20/11	14of24	07/01/11	07/15/11	BON01	Bone , James A.	07-11	1934.46	565.06	1369.40	.00
Z00498	00	07/20/11	14of24	07/01/11	07/15/11	CAR04	Carr, Peter R	07-11	3720.73	1060.23	2660.50	.00
Z00499	00	07/20/11	14of24	07/01/11	07/15/11	DEW01	Dewsnp, Roben	07-11	1819.95	517.76	1302.19	.00
Z00500	00	07/20/11	14of24	07/01/11	07/15/11	DOU01	Dougherty, Erin E.	07-11	790.31	173.71	616.60	.00
Z00501	00	07/20/11	14of24	07/01/11	07/15/11	HOL01	Holmes, James L	07-11	1790.27	445.44	1344.83	.00
Z00502	00	07/20/11	14of24	07/01/11	07/15/11	MAT01	Mattos, Marlee A	07-11	1866.87	424.19	1442.68	.00
Z00503	00	07/20/11	14of24	07/01/11	07/15/11	PRA01	Pratt, Paul H.	07-11	2607.88	698.43	1909.45	.00
									37233.96	9857.08	21266.48	20699.81

	Current Month	Year to Date 2011
Accidents Fatal	0	0
Accidents Personal Injury	0	0
Accidents Pedestrians	0	0
Accidents PropertyDamage	2	3
Hit and Run PDO	0	1
Hit and Run Injury	0	1
Accidents Total	2	5
Moving Violation Citations	3	26
Non-Moving Violations	5	17
Speeding Citations	0	6
Traffic Citations-Total	8	49
D.U.I. Arrests	0	3



City of
Gridley

City of Gridley Gridley-Biggs Police Department



GARY D. KEELER
Chief of Police



CITY OF BIGGS MONTH IN REVIEW			
JULY. 2011			
CALLS FOR SERVICE		ARREST CRIME REPORT	
911	20	ADULTS	
ALARMS	2		
ANIMAL	13	ASSAULT WITH A DEADLY WEAPON	1
AREA CHECK	1	POSS. OF CONTROLLED SUBSTANCE	1
ATTEMPT STOLEN VEHICLE	1	PUBLIC INTOXICATION	1
ATTEMPT SERVE/CONTACT	7	WARRANT	7
BATTERY	2		
BE ON THE LOOK OUT	6	JUVENILE	
BIKE TRAFFIC	3		
BUSINESS CHECK	1		
CITIZEN ASSIST	2		
CITIZEN FLAG DOWN	4		
DISABLED VEHICLE	2		
DISTURBANCE	3		
DOMESTIC BATTERY	1		
DRIVING WHILE SUSPENDED	1		
DRUG RELATED COMPLAINT	1		
EXTRA PATROL REQUEST	2		
FIREWORKS COMPLAINT	1		
FRAUDULENT USE OF A CREDIT CARD	2		
ID THEFT	1		
INFORMATION	7		
LOUD MUSIC	1		
MEDICAL AID	2		
OUTSIDE ASSIST	3		
PARKING COMPLAINT	1		
PEDESTRIAN CHECK	8		
PUBLIC INTOXICATION	1		
PUBLIC WORKS CALL OUT	1		
REPOSSESSED VEHICLE	1		
ROAD HAZARD	1		
SHORTS FIRED	1		
STOLEN VEHICLE	1		
SUSPICIOUS CIRCUMSTANCES	6		
SUSPICIOUS VEHICLE	6		
TRAFFIC ACCIDENT NON INJURY	2		
TRAFFIC STOPS	27		
VIOLATION OF COURT ORDER	1		
WARRANT	7		
WELFARE CHECK	2		

**GRIDLEY-BIGGS POLICE DEPARTMENT
MONTHLY COUNCIL REPORT
CITY OF BIGGS**

JULY. 2011

TYPE	THIS MONTH	YEAR TO DATE	2010
		2011	YEAR TO DATE
# OF ARREST			
ADULTS	10	52	37
JUVENILE	0	10	6
# OF CITATIONS			
TRAFFIC/CRIMINAL	13	34	62
MISC CALLS FOR SERVICE			
	155	992	1,013
# OF CRIMES REPORTED			
FELONY	5	23	25
MISDEMEANOR	9	62	63
# OF WARRANT ARREST			
ADULT	7	19	10
JUVENILE	0	1	2
# OF 911 CALLS			
	20	85	77

**GRIDLEY BIGGS POLICE DEPARTMENT
CITY OF BIGGS MONTH IN REVIEW
JULY. 2011**

PERSONNEL

No personnel changes for the month of July.

TRAINING

7/14/2011 Asst. Chief Price & Sgt. Khan attended Internal Affairs Update in Chico,

07-27 & 28 Department Wide Training on Racial Profiling, Case Law and Search & Seizure training in Chico.

NOTES

7/4/2011 Reserve Officer Hensley & Reserve Officer Haury assisted with the 4th of July Celebration in Biggs.

7/12/2011 Chief Keeler met with Ann Robin of Butte County Behavior Health regarding current issues with mental health in Butte County.

7/14/2011 Chief Keeler met with the Community Corrections Partnership Council regarding incarceration issues.

07-15 & 16 Officer Smallwood, Reserve Officer Hensley, Reserve Officer Baxter, Reserve Officer Villalobos assisted with the Peach Festival in Marysville

7/29/2011 Chief Keeler met with the Attorney Generals office in Sacramento with the Northern California Police Chiefs Association.

Response times for this month are as follows:

Priority 1	<i>Events that involve injury, are life threatening or in progress</i>
Priority 2	<i>Events that involve property loss or damage</i>
Priority 3	<i>Other events that do not involve injury, threat of life, property loss or damage.</i>
Priority 1	<i>5 minutes</i>
Priority 2	<i>7 minutes</i>
Priority 3	<i>10 minutes</i>

MONTHLY REPORT OF LOCAL RABIES CONTROL ACTIVITIES

For Biggs July, 2011

City of Biggs Animal Control

Total calls for service: 13

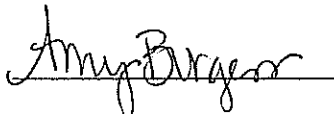
RABIES VACCINATION AND LICENSING	A. Number of "Actual Cost" rabies public vaccination clinics held	0	
	B. Number of animal control citations issued for rabies vaccination and licensing violations	0	
		Dogs	Cats
	C. Dogs and cats vaccinated in "Actual Cost" public vaccination clinics	0	0
	D. Dogs and cats licensed in "Actual Cost" public vaccination clinics	0	0
CANINE AND FELINE RABIES CONTROL	E. Total number of dogs and cats LICENSED in jurisdiction	127	0
	F. Dogs and cats on hand in the shelter July 1, 2011 (carried over from June 30, 2011)	0	0
	G. Dogs and cats entering the shelter, TOTAL: (Total should equal sum of 1 to 5 below)	11	11
	1. Dogs and cats captured by Animal Control Officers	8	10
	2. Dogs and cats surrendered by owners (not including those surrendered for quarantine)	0	0
	3. Dogs and cats surrendered by the public G1 THROUGH G5	1	1
	4. Dogs and cats impounded for animal bite quarantines ARE	2	0
	5. Dogs and cats transferred from another shelter MUTUALLY EXCLUSIVE	0	0
	H. Disposition of dogs and cats entering shelter, TOTAL: (Total should equal sum of F. plus 1 to 6 below)	10	10
	1. Dogs and cats reclaimed by owner	5	0
	2. Dogs and cats adopted by new owners H1 THROUGH H6	1	2
	3. Dogs and cats euthanized ARE	2	8
	4. Dogs and cats died of other causes MUTUALLY EXCLUSIVE	0	0
	5. Dogs and cats stolen, escaped, etc.	0	0
	6. Dogs and cats transferred to another shelter	1	0
ANIMAL BITE REPORTING	I. Dead dogs and cats collected (excluding F, G, and H above)	1	1
	J. Dogs and cats on hand in the shelter July 31, 2011 (to be carried over to August 1, 2011)	1	0
	K. Animal bites reported, TOTAL: (Total should be the sum of 1 and 2 below)	2	
		Dogs	Cats
	1. DOG and CAT bites reported, TOTAL: (Total should be the sum of a, b, c, and d below)	2	0
	a. Licensed	0	0
	b. Vaccinated only	2	0
	c. Neither licensed or vaccinated (but owned)	0	0
	d. Strays	0	0
	2. OTHER ANIMAL bites reported, TOTAL: (Total should be the sum of a and b below)	0	
	a. Other domestics (excluding cats)	0	
	b. Wild	0	

Other Animals Picked up: 3 RAL Roosters

		Dogs	Cats
ANIMAL QUARANTINES	L. Number of 30 day quarantines for vaccinated dogs and cats exposed to potentially rabid animals.	0	0
	M. Number of 6 month quarantines for unvaccinated dogs and cats exposed to potentially rabid animals.	0	0
	N. Number of 6 month quarantines for domestic livestock (horses, cattle, etc.) exposed to potentially rabid animals.	0	
	O. Number of 30 day or 6 month quarantines not completed because the animals were euthanized.	0	
AGENCY ADMIN.	P. Number of animal control officers employed in jurisdiction	1	
	Q. Gridley-Biggs Animal Control 685 Kentucky Street, Gridley, CA 95948 530-846-4825		

Completed by: _____

Endorsement by local Health Officer or
Authorized representative:

Signature: 

Signature: _____

Name: Amy Burgess

Name (print): _____

Title: Animal Control Officer

Title: _____

Agency: Gridley-Biggs Animal Control

Agency: _____

Telephone: 530-846-4825

Telephone: _____

AFTER ENDORSEMENT
PLEASE FORWARD COMPLETED FORM TO:

Veterinary Public Health Section
California Department of Health Services
MS 7308
P.O. Box 997413
Sacramento, CA 95899-7413

PHONE: (916) 552-9740
FAX: (916) 552-9725

Biggs Monthly Animal Bite Activity

Agency: Gridley-Biggs Animal Control Monthly July, 2011

		Dogs	Cats
Animal Bite Reporting	A. Animal Bites Reported. TOTAL should be the sum of 1 and 2 below.	2	0
	1. DOG and CAT bites reported. Should equal sum of a, b, c, and d.	0	0
	a. Licensed	0	0
	b. Vaccinated only.	2	0
	c. Neither Licensed or Vaccinated	0	0
	d. Strays	0	0
	2. OTHER ANIMAL bites reported. Should equal sum of a and b.	0	0
	a. Other domestic (excluding cats.)	0	0
	b. Wild	0	0
Animal Quarantines	L. Number of 30 day quarantines for Vaccinated dogs and cats exposed to potentially rabid animals.	0	0
	M. Number of 6 month quarantines for Unvaccinated dogs and cats exposed to potentially rabid animals.	0	0
	N. Number of 6 month quarantines for Domestic livestock (horses, cattle, etc.) exposed to potentially rabid animals.	0	0
	O. Number of 30 day or 6 month Quarantines not completed because animals were euthanized.	0	0
Agency Administration	P. Number of animal Control Officers Employed in the jurisdiction.	1	

Prepared by: Amy Burgess A. Burgess Gridley-Biggs Animal Control Officer

Date: August 1, 2011

685 Kentucky Street
Gridley, CA 95948
530-846-4825

Biggs Fire Department

Report on Conditions

July 2011

	County	City
Medical	6	15
Traffic Collision	5	0
Hazardous Condition	2	1
Public Assist	0	1
Vegetation fire	4	0
Structure fire	1	0
Refuse fire	0	0
Total	18	17

Local area total **35**

Starting July 1st, 2011 new legislation is in effect requiring homeowners to install carbon monoxide detectors in every California home that have an attached garage or use fossil fuel as a source heating or cooking. Carbon monoxide is a silent killer. Each year an average of 480 die as a result of Carbon monoxide poisoning and sending more than 20,000 people to emergency rooms across the nation. In California an average of 30 to 40 deaths are attributed unintentional carbon monoxide poisoning.

Carbon monoxide (CO) is a colorless, odorless gas that is produced from heaters, fireplaces, furnaces, and many types of cooking appliances using coal, wood, and other petroleum fuels that produce CO as a by-product of combustion.

Install a (CO) detector in your home outside each sleeping area and on every floor. The (CO) detector can warn you if too much (CO) is in your home.

Owners of multi-family leased or rental dwellings, such as apartment buildings have until January 1, 2013 to comply with the new law.

ROY R. SEILER

CERTIFIED PUBLIC ACCOUNTANT

201 C. North Tehama
Willows, CA 95988

Phone: 530-934-8841

Fax: 530-934-8849

ACCOUNTANT'S COMPILATION REPORT

City of Biggs,
Biggs, California

I have compiled the accompanying monthly cash and investment report, for the City of Biggs, as of May 31, 2011. I have not audited or reviewed the accompanying statement and, accordingly, do not express an opinion or provide any assurance about whether the statement is in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

I am not independent with respect to the City of Biggs

July 20, 2011

Roy R. Seiler, CPA

City of Biggs
Monthly Cash and Investments Report
June, 2011

Pooled Cash and Investments:

Bank of America:

General Checking Accounts	\$ 541,536.02
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Local Agency Investment Fund:

Fund Account Balance	\$ 1,184,832.85
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Total Pooled Cash and Short Term Investments	\$ 1,726,368.87
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Other Investments:

Northern California Power Authority (NCPA)

Reflects Latest Available Balance

General Operating Reserve (GOR):

Committed Reserve	\$ 142,103.00	
Available Reserve	\$ 446,772.00	
Total Reserve		\$ 588,875.00

Reflects Latest Available Balance

California Independent System Operators (CAISO):

Scheduling Coordination Program Agreement, Balancing Account, Current Balance	\$ 62,615.00
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Total Other Investments	\$ 651,490.00
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See Accountant's Compilation Report

ROY R. SEILER
CERTIFIED PUBLIC ACCOUNTANT

201 C. North Tehama
Willows, CA 95988

Phone: 530-934-8841
Fax: 530-934-8849

ACCOUNTANT'S COMPILATION REPORT

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Biggs, California

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I am not independent with respect to the City of Biggs

August 10, 2011

Roy R. Seiler, CPA

City of Biggs
Monthly Cash and Investments Report
July, 2011

Pooled Cash and Investments:

Bank of America:

General Checking Accounts	\$ 538,565.01
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Local Agency Investment Fund:

Fund Account Balance	\$ 1,186,239.02
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Total Pooled Cash and Short Term Investments	\$ 1,724,804.03
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Other Investments:

Northern California Power Authority (NCPA)

Reflects Latest Available Balance

General Operating Reserve (GOR):

Committed Reserve	\$ 142,103.00	
Available Reserve	\$ 444,635.00	
Total Reserve		\$ 586,738.00

Reflects Latest Available Balance

California Independent System Operators (CAISO):

Scheduling Coordination Program Agreement, Balancing Account, Current Balance	\$ 62,661.00
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Total Other Investments	\$ 649,399.00
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See Accountant's Compilation Report



City of Biggs

Agenda Item Staff Report for the Regular City Council Meeting: August 15, 2011 6:00PM

DATE: August 3, 2011
TO: Honorable Mayor and Members of the City Council
FROM: Pete Carr, City Administrator/Finance
SUBJECT: Auditor Engagement Letter (Consent/Action)

The newly appointed financial auditor presents his Letter of Engagement for audit services with Biggs.

Background

Mr Reynolds' Letter of Engagement is consistent with his proposal for services which was accepted and selected by City Council in July. This signed letter will function as the contractual agreement with the City for a one year renewable service.

Attachment: Proposed Letter of Engagement

Recommendation

Approve the Letter of Engagement and authorize Mayor Frith to sign on behalf of the city.

Fiscal Impact:

No new impact, service is per budget which is approximately 25% less than 2010-2011 cost.

Donald R. Reynolds

Certified Public Accountant

June 6, 2011

The Honorable City Council
City of Biggs
465 C Street
Biggs, CA 95917

I am pleased to confirm my understanding of the services I have been requested to provide the City of Biggs for the year ended June 30, 2011. I will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of the City of Biggs as of and for the year ended June 30, 2011. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany City of Biggs' basic financial statements. As part of our engagement, we will apply certain limited procedures to the City of Biggs' RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letters each year. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Schedule of expenditures of federal awards (if required)
3. Budgetary comparison schedules

Supplementary information other than RSI also accompanies City of Biggs' basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1. Schedule of expenditures of federal awards. (If required)

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

P.O. Box 994508, 1438 Oregon Street, Redding, California 96099 . (530) 246-2834 . FAX (530) 244-0331

1. Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
2. Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue reports as a result of these engagements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles, and for federal award program compliance with applicable laws and

regulations and the provisions of contracts and grant provisions.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on September 1 of each year.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because I will not perform a detailed examination of all transactions, there is a risk that a material misstatement may exist and not be detected by me. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform you of any material errors that come to my attention, and I will inform you of any fraudulent financial reporting or misappropriation

of assets that comes to my attention. I will also inform you of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by my audit engagement letter for each year and does not extend to matters that might arise during any later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will also require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards* and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Biggs's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our reports on compliance for each period issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of

contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Biggs's major programs. The purpose of these procedures will be to express an opinion on the City of Biggs's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133, each year if required.

Audit Administration, Fee, and Other

I understand that your employees will prepare all cash or other confirmations I request and will locate any invoices selected by me for testing.

The audit documentation for this engagement is the property of Donald R. Reynolds, CPA and constitutes confidential information. However, pursuant to authority given by law or regulation, I may be requested to make certain audit documentation available to federal agencies providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Donald R. Reynolds, CPA personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

I expect to begin my audit on approximately August 1 of each year and expect to issue my reports by December 31 of each year.

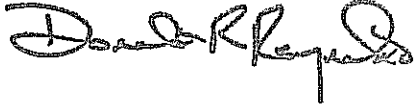
My fee for these services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that I agree that my gross fee, including expenses will not exceed that amount reflected in my proposal dated May 11, 2011 for year ended June 30, 2011. My standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. My invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with my firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

Government Auditing Standards require that I provide you with a copy of my most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. My 2008 peer review report and letter of comments accompanies this letter.

I appreciate the opportunity to be of service to City of Biggs and believe this letter accurately

I appreciate the opportunity to be of service to City of Biggs and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to me.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Donald R. Reynolds". The signature is fluid and cursive, with a large, stylized "D" and "R".

Donald R. Reynolds, CPA

RESPONSE:

This letter correctly sets forth the understanding of City of Biggs.

By: _____

Title: _____

Date: _____



City of Biggs

Agenda Item Staff Report for the Regular City Council Meeting: August 15, 2011 6:00PM

DATE: August 9, 2011
TO: Honorable Mayor and Members of the City Council
FROM: Pete Carr, City Administrator
SUBJECT: Fire Protection Agreement with CalFire (Approval by Consent)

Council is asked to approve the fiscal year 2012 fire protection agreement with CalFire.

Background

The City typically receives the annual fire protection agreement from CalFire many months into the fiscal year. This year's agreement is provided earlier in new budget year, is slightly (\$1000) under budget, and is not significantly changed from the previous fiscal year.

Two Attachments:
Proposed Resolution 2011-13
Proposed Fire Protection Reimbursement Agreement (provided electronically)

Recommendation:

Approve Resolution 2011-13 Department of Forestry and Fire Protection Agreement for Services from July 1, 2011 to June 30, 2012.

Fiscal Impact of Recommendation:

Agreement cost is already in FY12 budget; this agreement represents \$1000 less than what was budgeted.

RESOLUTION NO: 2011-13

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS
APPROVING THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AGREEMENT (2CA01444) FOR SERVICES FROM JULY 1, 2011 TO JUNE 30, 2012**

BE IT RESOLVED by the City Council of the City of Biggs, that said Council does hereby approve the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated July 1, 2011. This agreement provides fire protection services during the State fiscal year 2011/2012 for the amount of \$144,999.

BE IT FURTHER RESOLVED that the Roger Frith, Mayor of said City of Biggs be and hereby is authorized to sign and execute said agreement on behalf of the City of Biggs.

I HEREBY CERTIFY that the foregoing **RESOLUTION** was duly introduced, passed and adopted at a regular meeting to the City Council of the City of Biggs, held on the 15th Day of August, 2011, by the following vote:

AYES: COUNCILMEMBER _____

NOES: COUNCILMEMBER _____

ABSENT: COUNCILMEMBER _____

ABSTAIN: COUNCILMEMBER _____

ATTEST:

APPROVED:

Roben Dewsnap,
CITY CLERK

Roger L. Frith
MAYOR

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 01/2011

AGREEMENT NUMBER **2CA01535**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Biggs

2. The term of this Agreement is: 07/01/2011 through 06/30/2012

3. The maximum amount of this Agreement is: \$ 144,999
One Hundred Forty-Four Thousand Nine Hundred and Ninety-Nine Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	5	pages
Exhibit D – Additional Provisions	11	pages
Exhibit E – Description of Other Services	1	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
City of Biggs

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Roger Frith, Mayor

ADDRESS
465 "C" Street, P. O. Box 307, Biggs, California 95917

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Clare Frank, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

**California Department of General
Services Use Only**

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Butte Unit	Local Agency:	City of Biggs
Name:	George W. Morris Jr.	Name:	Roger Frith
Phone:	530-538-7111	Phone:	530-868-5493
Fax:	530-538-7401	Fax:	530-868-5239

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	George W. Morris Jr.	Local Agency:	City of Biggs
Section/Unit:	Support Services	Section/Unit:	Administration
Attention:	Karen Pittman	Attention:	Peter Carr
Address:	176 Nelson Ave., Oroville 95965	Address:	P. O. Box 307, Biggs 95917
Phone:	530-538-7111	Phone:	530-868-5493
Fax:	530-538-7401	Fax:	530-868-5239

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A

SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency fire protection, emergency response and basic life support: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); Emergency Medical Technician (EMT) level emergency medical and rescue response; public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☐ 2) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 3) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to

provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☒ 4) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 5) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 6) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 7) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a State Forest Officer referred to as Unit Chief who shall, under the supervision and direction of Director or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY may appoint, with the concurrence of the Region Chief, which concurrence shall not be unreasonably withheld, the Unit Chief as the LOCAL AGENCY Fire Chief pursuant to applicable statutory authority.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.
- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit

D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-Post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within thirty (30) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY intends to extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.
 - C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto.

Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:** If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party.
9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this

Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **TIMELINESS**: Time is of the essence in the performance of this agreement.
11. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
12. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
13. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
 - A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
14. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
15. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates, or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

16. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly

authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services - Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

17. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.
- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

18. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

19. **LABOR CODE/WORKERS' COMPENSATION:** LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
20. **AMERICANS WITH DISABILITIES ACT:** LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
21. **LOCAL AGENCY NAME CHANGE:** An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
22. **RESOLUTION:** A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
23. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
24. **ENTIRE AGREEMENT:** This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- ☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☒ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- ☒ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection

Contractor Name: City of Biggs

Contract No: **2CA01535**

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with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.



E. Insurance Coverage Certificate

Contractor Name: City of Biggs

Contract No: **2CA01535**

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EXHIBIT E
DESCRIPTION OF OTHER SERVICES

N/A

EXHIBIT D, SCHEDULE A
LOCAL FUNDED – STATE RESOURCES
FISCAL DISPLAY
PRC 4142

NAME OF LOCAL AGENCY: **City of Biggs**

CONTRACT NUMBER: **2CA01535**

Index: 2100

PCA: 27140

Fiscal Year: 2011/2012

This is Schedule A of Cooperative Agreement originally dated July 1, 2011, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

SCHEDULE A- 4142
INDEX 2100
PCA 27140

Contractor: City of Biggs

Contract No.: 2CA01535

PAGE No.: - 17 -

THIS IS SCHEDULE A -4142 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 2011
BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AND THE CITY OF BIGGS, A LOCAL AGENCY.

PERSONAL SERVICES

	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits	Total
Fire Control & Emergency Service								
BIGGS	1	FAE	7/1-6/30	12	\$3,926	\$47,112	\$28,899	\$76,011
	1	FFII	7/1-6/30	0	\$3,441	\$0	\$0	\$0
	1	Comm. Op	7/1-6/30	0	\$4,562			
Command/Support Communications Bureau ECC Operator								
Fire Control and Emergency Services Overtime								
Planned 1/2 Time		FAE		13	\$2,010	\$26,130	\$8,871	\$35,001
		FFII		0	\$1,767	\$0	\$0	\$0
Unplanned 1 1/2 Time								
		Safety				\$4,754	\$69	\$4,823
		Comm Op				\$2,950	\$0	\$2,950
		Totals				\$77,996	\$37,839	\$118,785

Subtotal Personal Service

=====

\$118,785

OPERATING EXPENSE

	Type	Mos.	Rate	Total
Travel in state				
No.	Schedule D Maintenance			\$9,600
Subtotal travel in state				\$9,600
Personal care				
Uniform allowance				
12	FAE		\$70	\$840
				\$285
				\$1,125
Subtotal personal care				\$1,125
Subtotal operating expense				\$10,725
Total personal service and Operating Expense				\$129,510
Administrative charge				11.96%
				\$15,489
TOTAL SCHEDULE A				\$144,999

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: **City of Biggs**

This is Schedule B of Cooperative Agreement originally dated July 1, 2011, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: **2011/2012**

(See Attached)

EXHIBIT D, SCHEDULE B
STATE FUNDED RESOURCES

COMMAND/ADMINISTRATION

- 1 Unit Chief (County Fire Warden)
- 1 Assistant Chief North Operations
- 1 Assistant Chief South Operations
- 1 Assistant Chief, Administration
- 1 Assistant Chief, Resource Management
- 1 Forestry Equipment Manager
- 8 Battalion Chiefs (5 Field, CAAB, ECC, Training, VMP)
- 1 Forester I, Magalia Area
- 3 Fire Captains, ECC
- 1 Communication Operator (6 months)
- 1 Forestry Logistics Officer I

FIRE PREVENTION

- 1 Battalion Chief
- 1 Fire Prevention Captain
- 1 Fire Prevention Specialist II

FIRE CONTROL

Fire Station (10)

Oroville (2 Engines	Feather Falls (1 Engine)	Butte Meadows (1 Engine)
Cohasset (1 Engine)	Robinson Mills (2 Engines)	Stirling City (1 engine)

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY: **City of Biggs**

This is Schedule C of Cooperative Agreement originally dated July 1, 2011, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: **2011/2012**

(See Attached)

EXHIBIT D. SCHEDULE C

LOCAL FUNDED RESOURCES

NAME OF LOCAL AGENCY City of Biggs

This is Schedule C of the Cooperative Agreement originally dated July1, 2011, by and between CAL FIRE of the State of California and the City of Biggs.

Fiscal Year 2011/2012

ACCOUNT	TITLE	BUDGET
1200	SUPPLIES	1,600
1210	MISCELLANEOUS/VOLUNTEER EQUIP.	650
1235	VEHICLE REPAIR AND MAINTENANCE	2,000
1236	COMMUNICATIONS	1,000
1250	ELECTRICITY	6,400
1430	PROFESSIONAL SERCVES	146,000
1432	JPA HAZARDOUS MATERIALS RESPONSE	300
010-4320	TOTAL FIRE	157,950

EXHIBIT D, SCHEDULE D (page one)

LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY:City of Biggs

This is Schedule D of Cooperative Agreement originally dated July 1, 2011, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2011/2012

The current "Salary, Pay Differentials, and Operating Expense Schedule" Memorandum under Operating Expenses, Vehicle Maintenance includes the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in the Exhibit D, Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category excludes, all surveyed CAL FIRE vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)

State shall:

- a. Provide fuel, oil, lubrication, batteries, tires and tubes,
- b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.
- c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

EXHIBIT D, SCHEDULE D (page two)

LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

- (2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:
- Provide fuel, oil, lubrication, batteries and tires and tubes.
 - Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.
- Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.
- (3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.
- (4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.
- (5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

<u>Category</u>	<u>Year Model</u>	<u>Type</u>	<u>License Number</u>
Flat Rate (1A)	1999	3B1	1080118

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2011, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:City of Biggs

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insureds for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2011/2012

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY**

This is to certify that LOCAL AGENCY has elected to be self-insured tinder the self-insurance provision provided in Exhibit C, Section 16.

By: _____
Signature Printed Name

Title Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKER'S COMPENSATION BENEFITS**

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 17.

By: _____
Signature Printed Name

Title Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
LOCAL AGENCY-OWNED VEHICLES**

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____
Signature Printed Name

Title Date



City of Biggs

Agenda Item Staff Report for the Regular City Council Meeting: August 15, 2011 6:00PM

DATE: August 3, 2011
TO: Honorable Mayor and Members of the City Council
FROM: Pete Carr, City Administrator/Finance
SUBJECT: Fire Engine Usage Agreement (Consent/Action)

CalFire requests approval of renewed three-year agreement for cooperative use of the City-owned fire engine.

Background

CalFire is updating its existing agreement with the City and other "vendors" as to terms for use of vendor-owned apparatus, in our case the City-owned fire engine when on extended operations outside the Biggs area. No substantive change in terms.

Reimbursements to the City are not anticipated in the budget and are a "concession rent" revenue at the discretion of the City; a fund is set up (Fund 012) for building a reserve against future replacement of the fire engine.

Attachment: Proposed 2011-2014 Cooperative Agreement between Biggs and CalFire

Recommendation

Approve proposed agreement as presented, Mayor Frith to execute the document.

Fiscal Impact:

None. In the event of an unplanned out-of-area use of the fire engine, reimbursement is intended to approximately offset the diminished value of the condition of the City asset.

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

176 Nelson Avenue
OROVILLE CA 95965
(530) 538-7111
Website: www.fire.ca.gov



TO: The City Of Biggs

FROM: George W. Morris Jr, Unit Chief

SUBJECT: 2011 – 2014 Cooperative Agreement between The City of Biggs and Cal Fire Butte Unit for the use of Fire Apparatus.

Date: July 26, 2011

This document defines the terms of response and compensation for The City of Biggs Fire Department responding to fires or other emergencies within State Responsibility Areas.

EFFECTIVE July 26, 2011 – UNTIL SUPERSEDED.

COMPENSATION POLICY AND PROCEDURES**GENERAL**

Compensation shall be within the guidelines established by the California Cooperative Agreement. Compensation for personnel and apparatus requested by CalFire or the Unified Command of an incident which CalFire is engaged;

1. Shall only be made to personnel and equipment requested and approved by CalFire.
2. The OES Area Coordinator will request resources and those resources will be dispatched through normal Butte County Fire Department channels.
3. Shall not be compensated for responses less than twelve hours in duration within Butte County.
4. Responses exceeding twelve hours will be compensated for the entire time on the incident (from time of dispatch until time of return).
5. Responses outside of The Butte Unit will be compensated from time of dispatch until time of return.

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) Cal Fire - Butte Unit 176 Nelson Ave Oroville, CA 95965		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER BTU-08650900 3. EFFECTIVE DATES a. Beginning 05/01/2011 b. Ending 04/30/2014				
4. VENDOR a. Name and Address Biggs Fire Department P O Box 1119 Biggs, CA 95917 b. EIN/SSN:		5. POINT OF HIRE (location when hired) 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> GOVERNMENT				
c. Telephone Number (day) 530-868-5834	d. Telephone Number (night) 530-538-6460	7. OPERATOR FURNISHED BY <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> GOVERNMENT				
8. TYPE OF VENDOR ("X" appropriate boxes) <input type="checkbox"/> CERTIFIED SMALL BUSINESS <input checked="" type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> CERTIFIED DVBE <input type="checkbox"/> WOMEN OWNED						
9. ITEM DESCRIPTION <small>(include make, model, year, serial number and accessories)</small>	10. NUMBER OF OPERATORS	11. WORK OR DAILY		12. SPECIAL		13. GUARANTEE <small>(8 or more hrs.)</small>
		<small>a. rate</small>	<small>b. unit</small>	<small>a. rate</small>	<small>b. unit</small>	
a. Fire Engine, GPM 0001-1000 Squad/ Quick Attack		\$70.00	Hourly			
b. Fire Engine, GPM 1001-1250		\$80.00	Hourly			
c. Fire Engine, GPM 1251-1500		\$85.00	Hourly			
d. Fire Engine, GPM 1501-2000		\$90.00	Hourly			
e. Mechanic Service Truck		\$96.00	Daily			
f. SUV/ Rescue		\$96.00	Daily			
g. Pickup		\$86.00	Daily			
14. SPECIAL PROVISIONS (Above rates are based on OES Rate letter for 2011.) Personnel are paid either by state payroll or volunteers are paid on Incident FC-42. Rates are for use after 12 hours mutual aid agreement has been exceeded which then goes back to time of dispatch. Rates do not replace OES rates when ordered through the OES system. All of the above requires Duty Chief or Cal Fire Incident Commander approval.						
15. VENDOR'S OR AUTHORIZED AGENT'S SIGNATURE		16. DATE		17. CONTRACTING OFFICER'S SIGNATURE		18. DATE
19. PRINT NAME AND TITLE				20. PRINT NAME AND TITLE		

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
EMERGENCY EQUIPMENT RENTAL AGREEMENT
CDF-294 (05/05) Page 2 of 4

**GENERAL CLAUSES ATTACHED TO
EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM CDF-294**

Since the equipment needs of the State and availability of Vendor's equipment during an emergency incident cannot be determined in advance, it is mutually agreed that, upon request of the State, the Vendor shall furnish the equipment listed heron to the extent the Vendor is willing and able at the time of order. At time of dispatch, an Incident Order Number and Request Number will be assigned. Vendor must furnish this number upon arrival and check in at the incident. When such equipment is furnished to the State, the following provisions shall apply:

CLAUSE 1. Condition of Equipment - All equipment furnished under this agreement must be in good working order and safe to operate. The State reserves the right to reject equipment which is not in safe and operative condition. No payment will be made for rejected equipment.

CLAUSE 2. Time Under Hire - The time under hire shall start at the time agreed upon when equipment is ordered by the State and end by notification to the Vendor by the State that equipment is released back to its point of hire, except as provided in Clause 8.

CLAUSE 3. Transportation of Equipment - Equipment will be transported at State expense from point of hire to the site of work and return, except as provided in Clause 8.

CLAUSE 4. Operating Supplies - Operating supplies include fuel, oil, filters, lube/oil changes. Even though the agreement may specify that all operating supplies are to be furnished by the Vendor (wet), the State may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from payment to the Vendor.

CLAUSE 5. Repairs - Repairs to equipment shall be made and paid for by the Vendor. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from payment to the Vendor.

CLAUSE 6. Timekeeping - Time will be recorded by the State Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded as follows:

- a. Hourly Rate - to nearest quarter hour.
- b. Daily Rate - by calendar day except for first and last day, this will be recorded to nearest hour.
- c. Mileage Rate - to nearest mile.

CLAUSE 7. Payments

- a. Rates of payments: Rates for equipment hired with operator(s) include all operator(s) expenses except those items provided by the State under Clause 9. Payment for equipment and operator(s) furnished will be at rates specified and, except as provided in Clause 8, shall be in accordance with the following:
 - (1) Work Rates (column 11): Shall apply when equipment is under hire as ordered by the State and on shift, including relocation of equipment under its own power.
 - (2) Special Rates (column 12) : Shall apply as specified.
 - (3) Guarantee: For each calendar day that equipment is under hire at least 8 hours, the State will pay not less than the amount shown in Column 13. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in Column 13. The guarantee is not applicable to equipment hired under the Daily Rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work Rate.
 - (4) Daily Rate (column 11) : Payment will be made on basis of calendar days. For fractional days at the beginning and ending of time under hire, payment will be base on 50 percent of the Daily Rate for periods less than 8 hours.
- b. Method of Payment: Lump-sum payment will normally be processed at the end of the emergency incident. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily and/or Special Rates or (2) the guarantee earned, whichever is the greatest amount.

CLAUSE 8. Exceptions

- a. No further payment under Clause 7 will accrue during any period that equipment under hire is not in a safe or operable configuration or when Vendor furnished operator(s) is (are) not available.
- b. If the Vendor withdraws equipment and/or operator(s) prior to being released by the State, no further payment under Clause 7 shall accrue and the Vendor shall bear all costs of returning equipment and/or operator(s) to the point of hire.
- c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Vendor or by the State in accordance with Clause 5, within 24 hours, may be considered as being withdrawn by the Vendor in accordance with Paragraph b above, except that the State will bear all cost of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

CLAUSE 9. Meals and Bedding - When an incident base or camp is established, meals and bedding for Vendor's operator(s) will be furnished without charge.

CLAUSE 10. Loss, Damage, or Destruction - Damage to hired equipment resulting from exposure to fire or from firefighting activities will be investigated by the Compensation and Claims Unit at the incident. The documented damage will be addressed through appropriate action at the incident or through the Board of Control claims process.

CLAUSE 11. Vendor's Responsibility - The parties intend that Vendor be an independent vendor and Vendor and its employees are not agents or employees of State; Vendor shall indemnify State against all liability, loss, damage, or expense caused by reason of acts or neglect of Vendor, his/her employees, or agents in connection with the performance of the Agreement; Vendor shall furnish, at its own expense, public liability and Workers Compensation insurance. Theft, fire, and other insurance Vendor deems necessary for its protection shall be at Vendor's expense.

Vendor certifies under the penalty of perjury under the laws of the State of California to have, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and California Code of Regulations, Title 2, Section 8103.

CLAUSE 12. Deductions - Unless specifically stated elsewhere in this agreement the cost of any commissary items, supplies, materials, or services provided for the Vendor by the Sate will be deducted from the payment to the Vendor.

CLAUSE 13. Personal Protective Equipment - Operators employed by Vendor shall be provided with safety equipment (hard hat, globes and goggles) by Vendor. Long sleeved shirts or jackets must be worn with sleeves rolled down while working. Operators shall be issued additional person safety equipment when required by the State. Said equipment should be turned in on release from the emergency incident. Cost of safety equipment not returned will be deducted from final payment to Vendor.

CLAUSE 14. Subject to CDF Policies and Procedures. Vendor agrees that this contract is subject to the policies and procedures contained in the following CDF Handbook sections and inluded subsections: 3833, 3934, and 7761. Noncompliance with the policies and procedures as defined in section 7761.2.8.9 will be subject to the actions by CDF described in that section, which include placement at the end of roation, removal from list(s) for a specified period of time, removal from list(s) for the remainder of the year, and possible civil and/or criminal action where authorized by law.

CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

VENDOR agrees to these General Clauses.

Vendor Initials

Date

**CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
SUPPLEMENTAL GENERAL PROVISIONS ATTACHED TO
EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM CDF-294**

- A. **REPAIR BILLING RATE** – The State billing rate for mechanical or repair services shall be deducted at the rate of \$150.00 per hour, plus parts.
- B. **SAFETY EQUIPMENT** – Vendors shall be responsible for providing their own personal protective equipment which includes gloves, goggles, Nomex shirt and trousers (Cal OSHA approved), hardhat, fire shelter, lace-up leather boots, flashlight and canteen with water, 1-gallon minimum.

Water Tenders and Fuel Trucks shall be equipped with reflectors (1 set of three), fire extinguisher (10 BC or better), chock blocks of appropriate size for tire diameter, electronic backup alarm (minimum 87 DBLs), 1 axe / Pulaski and 1 shovel.

Vendor shall comply with the wildland firefighting requirements as set forth in Title 8, California Code of Regulations, Section 3410 (General Industry Safety Orders).

Safety Requirements - All tractors, bulldozers, and motor graders shall be equipped with roll-over protective structures and seat belts pursuant to the requirements of Title 8, Section 1596 (Construction Safety Orders) of the California Code of Regulations. Operators shall be instructed in the use of required safety belts.

- C. **TRANSPORTS AND PILOT VEHICLES** are considered released from Incident once they deliver the transportee unless they are directed, in writing, to remain.
- D. **CONDITION OF EQUIPMENT** – Clause 1 is supplemented as follows: No payment for travel to an Incident or return home will be made for equipment that does not pass inspection.
- E. **PAYMENTS** – In accordance with Clause 7(a)(3), for any equipment, payment under the Guarantee can not exceed 100 percent of the guarantee on any calendar day.
- F. **RE-INSPECTION COSTS** - All equipment that does not pass initial inspection at an incident will be given an opportunity for re-inspection. However, the vendor will be charged \$75.00/hour for the second inspection. This cost will be pro-rated in 30 minute increments.

This re-inspection charge also applies to any vehicle that carries 15 passengers or more, regardless of GVWR.

G. FIRE ENGINE AND WATER TENDER INSPECTIONS - All privately owned Fire Engines, SE plate water tenders, and commercial plate water tenders under 26,001 lbs. GVWR are required to be inspected prior to each fire season; in no event will an inspection be accepted that is older than 12 months. The inspection must have been preformed by CHP or a facility licensed to operate as a commercial motor vehicle repair and maintenance shop. Neither Forest Service nor CDF personnel shall perform this service. All costs will be borne by the vendor. The inspection will meet the criteria of Federal Motor Carrier Safety Regulations, Part 393, Parts and Accessories Necessary for Safe Operation, 393.1 through 393.209 and Title 49, Parts 40, 325, 350 and 399 and California Vehicle Code Division 14.8, 34500, Safety Regulations and California Code of Regulations Title 13.

All privately owned Fire Engines and Water Tenders, regardless of vehicle registration must carry a copy of the inspection with them and provide a copy to the Forest Service or CDF unit that originally signed up the equipment. The commercial motor vehicle shop's DOT inspection form is acceptable as long as the following is shown:

1. Shop's address and phone number
- Vehicle's identifying numbers (license and serial)
2. All critical items identified in the regulations listed above.
3. Repair documentation must show, in addition to 1. and 2. above, itemization of repairs completed.
4. All forms and job orders must be readable.

Alternatively, the R5-5100-2T, Inspection Form, may be used by the vendor. If this form is used, 1., 2. and 4. (when applicable) must be shown and be accompanied by a copy of the inspector's work order. Finally, either of California Highway Patrol inspection forms CHP 407F, Safetynet Driver/Vehicle Inspection Report, or CHP 343A, Vehicle/Equipment Inspection Report, Motor Carrier Safety Operation is acceptable (CHP 108, Truck and/or Tractor Maintenance and Safety Inspection, is suggested as a guide only; it may not be used in lieu of the inspection). Any vehicle arriving at an incident without proof of successful completion of the inspection, along with proof that noted defects have been corrected, will be rejected.

Forest Service or CDF personnel may perform a safety inspection at the incident. The safety inspection will not be preformed and no payment will be made to the vendor until the above proof of commercial inspection is provided.

H. Emergency Hire of Equipment Rental Rate - The current edition of the CDF Emergency Hire of Equipment Rental Rate is hereby incorporated by reference.

VENDOR agrees to these Supplemental General Provisions.

VENDOR initials

Date

Cooperative Agreement for City of Biggs Fire Equipment

Cal Fire Form FC33 will be the field report used to track both personnel and equipment assigned to an incident.

1. The FC 33 will be completed by the operator and then provided to the Incident Commander prior to the apparatus leaving the incident.
2. Payment for the apparatus will be made using the Cal Fire 93, and made directly to "City of Biggs".
3. Payments will be based on one half hour increments following the first twelve hour commitment.
4. All Cal Fire documents will list the Incident Order Number and Request Number(s). (Documents without the Incident Order Number and Request Number(s) will not be processed for payment). Resources dispatched as I.A. (Initial Attack) will show I.A. in the request number box.

PERSONNEL

Personnel will be provided by Cal Fire.

APPARATUS

Fire Apparatus will be reimbursed at an hourly rate (per attached rate schedule) up to a maximum of 24 hours per day. The rate includes mileage and pumping time and is based on Engine Gallons Per Minute or Daily Rental for other vehicles.

City of Biggs

Cal Fire

Mayor,

Fire Chief, George W. Morris Jr

Date _____

Date _____

City of Biggs

City Administrator agenda item request for the next
(X) Regular () Adjourned Regular () Special Meeting
Meeting Date: August 9, 2011 6:00PM

Date: August 9, 2011
To: Honorable Mayor and Members of the City Council
From: City Administrator
Subject: Adoption of COPS Grant Expenditure Plan (Action by Consent)

Council is asked to adopt the annual spending plan for the anticipated \$100,000 COPS grant, consistent with the program requirements, the City budget, and established practice of recent years.

Background:

Passage of this resolution fulfills an annual requirement to establish a plan for use of the annual COPS grant, which is \$100,000. Funds are intended to be used for law enforcement work.

Plan is contained within the resolution.

Recommendation:

Adopt Resolution 11--___ establishing the COPS grant expenditure plan for the fiscal year 2011/2012.

Fiscal Impact:

None. Funds received will be equal to funds expended.

RESOLUTION NO. 2011-18

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS ADOPTING AN
EXPENDITURE PLAN TO RECEIVE CITIZEN'S OPTIONS FOR PUBLIC SAFETY (COPS)
GRANT FUNDS FOR FISCAL YEAR 2011/2012**

WHEREAS, the City Council of the City of Biggs desires to receive Supplemental Law Enforcement Services Funds (SLESF) also referred to as (COPS); and

WHEREAS, Government Code Section 30061-65 requires the agency governing body receiving SLESF / COPS Grant funds develop an Expenditure Plan and further requires that plan to be introduced and adopted at a public meeting; and

WHEREAS, the Law Enforcement Services Contract with the City of Gridley Police Department for Fiscal Year 2011/2012 requires the City of Biggs to expend approximately \$437,136; and

WHEREAS, the City Council of the City of Biggs desires to pay a portion of the Law Enforcement Services Contract with SLESF / COPS Grant funds.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Biggs to adopt the spending plan that is to use the \$100,000 of available COPS Grant Funds to fund a portion of the Law Enforcement Services contract with the City of Gridley.

I HEREBY CERTIFY that the foregoing **RESOLUTION** was duly introduced, passed and adopted at a regular meeting of the City Council of the City of Biggs, held on the 15th day of August, 2011, by the following vote:

AYES: COUNCILMEMBER _____

NOES: COUNCILMEMBER _____

ABSENT: COUNCILMEMBER _____

ABSTAIN: COUNCILMEMBER _____

ATTEST:

APPROVED:

Roben Dewsnap, City Clerk

Roger L. Frith, Mayor